

## **RESOLUTION**

### Failure to Disclose Exclusivity Et Al

Whereas, it has come to the attention of horsemen's groups that certain racetracks have entered into simulcasting agreements containing exclusivity with TVG;

Whereas, horsemen's groups have been asked to consent to the sending of the simulcast signal to TVG in a routine way and without any disclosure that the nature of the agreement to send the simulcast signal was to be "exclusive" to TVG and that thereafter, TVG would own the rights to send the signal or not send the signal to others;

Whereas, the exclusive nature and other terms of the TVG agreement were material to the horsemen's groups granting of consent and should have been disclosed to the horsemen's groups at the time consent was sought;

Whereas, it appears that TVG has required, by contract, that the aforesaid material information be kept secret and confidential.

Whereas, with full disclosure of the aforesaid material information, the consents given by some or all of the horsemen's groups would not have been given;

Whereas, the consents given by the horsemen's groups may be totally void due to a failure to disclose the aforesaid material information;

Whereas, the voiding of the consent may result in a ruling that the wagering on the relevant simulcasting signals may have occurred in violation of the Interstate Horseracing Act (IHA) and may entitle the horsemen's groups to appropriate statutory damages under the IHA.

Therefore Be It Resolved that General Counsel make immediate inquiry into the aforesaid facts and relevant laws and to make a determination as to whether the horsemen's

groups have cause to seek damages as a class or otherwise under the IHA or otherwise and that he be authorized to report to said horsemen's groups the results of his inquiry and to take such legal action, including litigation, under terms and conditions as are mutually agreeable.